

EXHIBIT D
TO THE COLAROSSİ DECLARATION



RECEIVED JUN 11 2009

Hand

June 11, 2009

BY HAND

Lehman Brothers Special Financing Inc.
c/o Lehman Brothers Holdings Inc.
1271 Sixth Avenue, 40th Floor
New York, New York 10020
Attention: Derivatives Legal

Lehman Brothers Special Financing Inc.
745 Seventh Avenue, 5th Floor
New York, New York 10019
Attention: Municipal Financial Products – Middle Office

Re: Notice of Early Termination

Dear Sirs:

1. We refer to the ISDA 1992 Master Agreement (Local Currency – Single Jurisdiction) (the “Master Agreement”) dated as of June 20, 2008 between Lehman Brothers Special Financing Inc. (the “Defaulting Party”) and Retirement Housing Foundation, Foundation Property Management, Inc. and each of the nonprofit corporations identified on Exhibit A to the Master Agreement (collectively, the “Non-defaulting Party”). Any capitalized term used but not defined in this notice shall have the meaning assigned to that term in the Master Agreement.
2. An Event of Default has occurred with respect to the Defaulting Party under Section 5(a)(vii) of the Master Agreement and such Event of Default is still continuing.
3. Pursuant to Section 6(a) (Right to Terminate Following Event of Default) of the Master Agreement, the Non-defaulting Party hereby designates June 11, 2009 as the Early Termination Date in respect of all outstanding Transactions.
4. On or as soon as reasonably practicable following the Early Termination Date, the Non-defaulting Party will provide you with the statement of the amount due from you in respect of the Early Termination Date that is required by Section 6(d)(i) of the Master Agreement.



NY1355662.3

Retirement Housing Foundation

911 N. Studebaker Road, Long Beach, CA 90815-4900 • (562) 257-5100 • Fax (562) 257-5200

Member, Council for Health and Human Service Ministries, United Church of Christ


www.rhf.org • TDD (800) 545-1833 EXT. 359 • Email: info@rhf.org

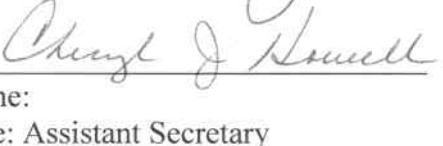


5. Nothing contained in this notice is intended to constitute, nor should it be deemed or construed to be, a waiver, discharge or release of either (a) any of Defaulting Party's obligations to the Non-defaulting Party under the Master Agreement or applicable law, or (b) any of Non-defaulting Party's rights, remedies or privileges under the Master Agreement or applicable law.

Sincerely,

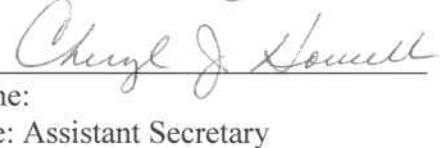
RETIREMENT HOUSING FOUNDATION
BIXBY KNOLLS TOWERS, INC.
BLUEGRASS RHF HOUSING, INC.
DESMET RHF HOUSING, INC.
GOLD COUNTY HEALTH CENTER, INC.
HOLLY HILL RHF HOUSING, INC.
MAYFLOWER RHF HOUSING, INC.
MAYFLOWER GARDENS HEALTH FACILITY, INC.
MERRITT ISLAND RHF HOUSING, INC.
ST. CATHERINE RHF HOUSING, INC.
SUN CITY RHF HOUSING, INC.
YELLOWWOOD ACRES, INC.
MARTIN LUTHER FOUNDATION, INC.

By 
Name:
Title: President

By 
Name:
Title: Assistant Secretary

FOUNDATION PROPERTY MANAGEMENT, INC.

By 
Name:
Title: Chief Executive Officer

By 
Name:
Title: Assistant Secretary